

## COVER LETTER

April 10, 2015

To All Prospective Offerors:

Enclosed is an Invitation to Tender for a licensing agreement for Operation of Cafeteria Services at American Embassy Abidjan. Enclosure 1 consists of the proposed Licensing Agreement, which would be executed between the Embassy and the selected operator. That Agreement consists of the main document, plus three exhibits:

Exhibit A - Performance Required Under the Licensing Agreement  
Exhibit B - Licensor-Furnished Property  
Exhibit C - Holiday Schedule

**Please provide sample menus for one month of operation.** Each day the provider must offer one American dish with side and one Ivorian dish with side for lunch. The cost for each must not exceed 2500 and 1000 fCFA respectively. The provided may offer additional options at a variable price.

Breakfast should be available each day at 7:00 am with varied options.

After reviewing the sample menus, and other relevant information a Committee of Embassy Personnel will select two finalists to **prepare their offerings for one week**. After sampling these offerings, the Committee will award the contract to the preferred vendor.

Week 1 will be May 4<sup>th</sup>- 8<sup>th</sup>  
Week 2 will be May 11<sup>th</sup>-15<sup>th</sup>

### Tender Submission and Due Date

All tenders must be submitted to the following address:

**Joseph R Knupp**  
**US Embassy Abidjan**

ALL TENDERS MUST BE RECEIVED BY THE AMERICAN EMBASSY NOT LATER THAN APRIL 27th. TENDERS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED WITHOUT FURTHER CONSIDERATION.

Points of Contact

Direct all questions regarding this Invitation for Tenders to the following individual:  
Joseph Knupp 22 49 4531 email: knuppjr@state.gov

There will be a site visit and a conference that will allow interested parties the opportunity to pose any questions they may have concerning the Invitation for Tenders and to view the site where the services are to be provided. This visit and conference will be held on April 23<sup>rd</sup> at 10am. Please notify the above individual if anyone from your firm wishes to attend. Questions regarding this Invitation for Tender should be submitted in writing at least two days before the scheduled date of the conference and site visit.

Thank you for your interest in this action.

Sincerely,

Joseph Knupp  
President  
American Association of Abidjan

## **LICENSING AGREEMENT**

### **I. GENERAL**

A. Purpose. The purpose of this Agreement is to provide a license to the Licensee to operate a Cafeteria on the premises of the Licensor. For the purposes of this agreement, the American Association of Abidjan (AAA), is the Licensor and \_\_\_\_\_ is the Licensee. The term “parties” means the Licensor and Licensee.

B. Description of Cafeteria Operation. The Licensee shall establish and operate the commissary for the purpose of selling food, beverages and such other items as may be authorized by the Licensor under this Agreement.

### **II. PERIOD OF AGREEMENT**

A. Initial Period of Agreement. This Agreement is effective 30 (30) calendar days after the date of signature and shall end one (1) year later.

B. Subsequent Periods. This Agreement may be extended at the mutual agreement of the parties. Any extension will be formalized by an amendment to the Licensing Agreement, signed by both parties.

### **III. SPECIFICS OF CAFETERIA OPERATIONS**

Cafeteria operations, including details of each party’s responsibilities, are set forth in Exhibit A to this Agreement.

### **IV. AAA PERSONNEL**

A. Contract Administration. The Board of the AAA has the overall responsibility for the administration of this Agreement. Only the Board of the AAA is authorized to take actions on behalf of the Board of the AAA to amend, modify or deviate from the Agreement terms and conditions. The Board of the AAA may delegate certain responsibilities to authorized representatives.

B. Technical Representative. The Board of the AAA may designate a Licensor’s Technical Representative to assist in the administration of certain responsibilities. The Technical Representative shall act as the AAA’s principal point of contact for day-to-day operations and ensure compliance with License Agreement.

### **V. INSPECTION**

A. Responsibilities of the Licensee. The Licensee shall develop and maintain an inspection system intended to ensure quality of service and standards of sanitation and cleanliness. This system shall include written records of inspections made. These records shall be made available to the Licensor upon request.

B. Rights of the Licensor.

(1) The Licensor has the right to inspect the Cafeteria premises as well as the actual services provided. This inspection may be made at any time, without prior notice. The Licensor shall perform the inspection in a manner that will not unduly delay the work of the Licensee. These inspections may include, but are not limited to, a comprehensive review of the following:

1. Service quality, attentiveness, courtesy, and similar factors
2. Quality, presentation, merchandising
3. Sanitary practices and conditions
4. Personnel appearance
5. Training program techniques, schedules and records

(2) Premises of the Licensee may be inspected, at no charge to the Licensor. The Licensee shall provide all reasonable facilities and assistance for the safe and convenient performance of these duties.

## **VI. TERMINATION**

This Licensing Agreement may be terminated by written notice, issued by the Board of the AAA, when it is in the best interests of the Licensor. This termination may be made for (1) cause, such as failure of the Licensee to comply with the terms and conditions of this Agreement, or (2) convenience of the Licensor. Licensor is required to give 60 day advance notice of termination. Upon termination, Licensee shall remove all of its property from the premises. Licensor shall not be responsible for any loss or damage incurred by the Licensee as the result of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and lost profits.

## **VII. TERMS OF AGREEMENT**

A. General. Exhibit A sets forth several reports which the Licensee is required to submit to the Licensor.

B. Rent, Utilities and Licensor-Furnished Property. The Licensee shall not be liable for payment of any rent or for reimbursement to the Licensor for utilities or use of Licensor-furnished property as a result of services provided under this Agreement. See

Section VIII below for potential liability on the part of the Licensee due to damage to property.

### **VIII. SPECIAL LICENSING AGREEMENT PROVISIONS**

A. Security Access to Property. The Licensor reserves the right to deny access to Embassy-owned and operated facilities to any individual. The Licensee will provide names and biographic data on all personnel (including planned back-up personnel) who will be used on this Agreement at least ten (10) days before they begin work.

B. Standards of Conduct. The Licensee shall be responsible for maintaining satisfactory standards of employee attitude, competency, conduct, cleanliness, appearance and integrity. The licensee shall be responsible for taking disciplinary action with respect to employees as may be necessary. Each Licensee employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer and the Embassy. Licensee employees must use politeness and courtesy when dealing with Embassy personnel. The Licensor reserves the right to direct the Licensee to remove an employee for failure to comply with the standards of conduct.

C. Personal Injury, Property Loss or Damage Insurance.

(1) The Licensee, at its own expense, shall maintain insurance against fire, theft, flood, liability, and for employee medical and employment expenses, as required by law. Insurance should cover all Licensee-owned and operated equipment behind the service counter.

(2) The Licensee shall provide certification that the required insurance has been obtained before beginning work.

D. Indemnification. The Licensor shall not be responsible for personal injuries or for damages to any property of the Licensee, its officers, agents, and employees, or any other person, arising from any incident of the Licensee's performance of this Agreement. The Licensee expressly agrees to indemnify and to save the Licensor, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Licensee's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Licensor, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Licensor, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury, or liability.

E. Protection of American Embassy Buildings, Equipment, and Grounds. The Licensee shall use reasonable care to avoid damage to American Embassy buildings, equipment and grounds. If the Licensee's failure to take adequate care results in damage

to any of this property, the Licensee shall repair the damage at no expense to the Licensor, as directed by the Licensing Officer.

F. Licensor-Furnished Property.

(1) The Licensor shall provide the property described in Exhibit B to this Agreement. Delivery of this property is completed when it is made available in the space designated for the Licensee's use in his operation of the cafeteria. The Licensee shall acknowledge in writing to the Licensing Officer receipt of the Licensor-owned equipment listed in Exhibit B.

(2) Title to all Licensor-Furnished property shall remain with the Licensor. The Licensee shall use the property only in connection with this Agreement.

(3) The Licensor shall maintain the official property control records of all Licensor-Furnished property.

(4) Upon taking delivery of the Licensor-Furnished property, the Licensee assumes the risk and responsibility for its loss or damage, except--

- (a) For reasonable wear and tear; or
- (b) As otherwise provided in this Agreement.

G. Precedence of English Language Translation. In the event of any inconsistency between the English language translation of this Agreement and any other language translation, the English language translation shall take precedence.

**VIII. REMUNERATION**

- A. In exchange for the license to operate a commissary within the premises of the US Embassy, the Licensee agrees to provide a commission of 3% of Gross Revenues to the Licensor.
- B. The commission will be paid on the first of each month, and will be accompanied by a report of sales for said month.

## **LIST OF EXHIBITS**

- EXHIBIT A: Performance Required under the Licensing Agreement
- EXHIBIT B: Licensor-Furnished Property
- EXHIBIT C: Holiday Schedule

## **EXHIBIT A**

### **PERFORMANCE REQUIRED UNDER THE LICENSING AGREEMENT**

#### **I. SCOPE OF WORK.**

The Licensee shall establish and operate the Cafeteria shown in Section II below, for the purpose of dispensing food, alcoholic beverages and such other items as may be authorized by the Board of the AAA under this Agreement.

#### **II. DESCRIPTION OF FACILITIES**

A. Cafeteria. The Cafeteria is located on the ground floor of the Chancery building and consists of a sales area and secondary storage.

#### **III. HOURS OF SERVICE**

A. Schedule. Service is required from 7:00am to 3pm Mon-Thursday, and from 7:00am-1:00pm on Fridays. The Commissary will be closed on official Embassy holidays. Holiday schedule is shown in Exhibit C.

B. Schedule Modifications. The Licensor may change the hours and days of operation to be consistent with changes in Embassy policy. Licensee requests to modify hours or days of service shall be submitted to the Licensing Officer for approval at least five working days before required modifications.

#### **IV. RESPONSIBILITIES OF THE LICENSEE**

A. General. The Licensee shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided. The Licensee shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Licensee shall:

- employ sufficient and suitable personnel;
- secure and maintain insurance;
- maintain records;
- submit reports; and,
- observe other Agreement requirements.

The Licensee shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Licensee shall exercise reasonable care in the use of space and Licensor-owned equipment. When the Agreement ends, the Licensee will yield such space and equipment in as good condition as when received, except for:



- ordinary wear and tear; and
- damage or destruction beyond the Licensee's control and not due to the Licensee's fault or negligence.

B. Service. The Licensee shall operate and manage the cafeteria in the Licensee's name at the Embassy. The Licensee shall remove any soiled dishes, provide clean dishes, and assure that tables and chairs are cleaned before each patron is seated. Dining facilities should leave a favorable impression of the Embassy to guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

C. Menus.

(1) The Licensee shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for American and European business cafeterias. The Licensee shall plan and advertise advance weekly menus through various media, in addition to posting daily menus near the service counter. The Licensee shall make a reasonable effort to adhere to the range of menus and prices submitted in its offer.

(2) If the Licensee believes that a price increase is necessary, it shall notify the Licensing Officer in writing. This notification must be submitted at least thirty (30) days before the requested effective date of the increase. This submission must include justification for the increase. The Licensee may submit the request for price adjustment using a percentage increase by menu category (entrees, vegetables, beverages, soups, desserts, etc.) or by listing individual items with the current price and the proposed new price.

(3) The Licensing Officer will review the requested price increase. If the Licensing Officer agrees with the increase, he/she will notify the Licensee in writing. If the Licensing Officer requires additional information/justification, the Licensee will be asked to provide that information. Once the Licensing Officer has the information necessary to make a decision, he/she will (1) approve the increase, (2) recommend an increase of a specific lesser amount, or (3) deny any increase.

(a) If a lesser amount of increase is recommended, the Licensee may either accept that increase or submit a counter-offer. This procedure will continue until agreement is reached or either party notifies the other party in writing that no agreement is possible. If no agreement is reached, the Licensee will either (1) continue providing the services at the current prices or (2) have the unilateral right to notify the Licensor that it intends to terminate the Agreement. If the Licensee notifies the Licensor that it intends to terminate the Agreement, it must continue providing services for at least ninety (90) days from the date of termination notification.

D. Equipment and Utensils Provided by the Licensee. The Licensee provides all required equipment, flatware, china and glasses. Exhibit C provides a detailed list of the current cafeteria's inventory.

E. Sanitation and Quality.

(1) The Licensee shall serve tasty, appetizing, and quality food, under clean and sanitary conditions.

(2) All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall when served, be attractive in appearance and correct in temperature and consistency. They shall be crisp, moist, dry tender, etc., as may be appropriate in each case.

(3) All employees assigned by the Licensee to perform work under this cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.

(4) Health Exams: The Licensee at his own expense shall have each employee receive the following health exams prior to employment and either yearly or after every trip to home country, which ever is more frequent. The result of these exams will be given to the Embassy's Regional Medical Officer (RMO) for review. No employee may work in the Cafeteria without the RMO's approval.

- (a) Chest x-ray
- (b) Exam of:  
Mouth,  
Lungs,  
Skin.
- (c) Blood Test
- (d) Urine Test
- (e) Stool Test

F. Personnel and Supervision.

(1) The Licensee shall employ enough personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees shall be sober, conscientious, neat, and courteous. The Licensee shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.

(2) The Licensee shall require that each employee assigned to work under this Agreement sign, or otherwise acknowledge, a statement that he or she is neither

employed by the Licensor/Embassy and is not entitled to any rights nor benefits of the Licensor/Embassy.

(3) Licensee employees must be approved by Embassy security before working under this Agreement. The Licensee shall furnish personal history forms of all employees the Licensee proposes to work under this Agreement. These forms are available from the Embassy.

(4) The Licensee shall employ a full-time manager unless the Licensee is an individual.

(5) The Licensee's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification when they are in the building. The Licensee's employees shall wear proper uniforms, including hair nets and/or head covers when they are performing their duties in the building. Legible nameplates identifying each employee shall be displayed as part of the uniform.

(6) The Licensee's employees shall be required to change their clothing in locker rooms and to maintain the room in a neat and clean condition.

(7) Employees of the Licensee shall be fully capable of performing the type of work for which they are employed.

(8) The Licensee shall provide adequately, trained relief personnel to substitute for the regular employees when they are absent so that a high quality operation will be maintained at all times.

(9) The Licensee and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

(10) The Licensee is required to schedule an employee training program that will continue for the duration of this Agreement and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.

(11) All articles found by the Licensee, the Licensee's agents or employees, or by patrons and given to the Licensee, shall be turned in to the General Services office as lost and found items.

G. Trash Removal. The Licensee shall remove trash from the Cafeteria anytime that waste canisters are full or not less than once after every meal; whichever is greater. Any alteration to this provision must be directed in writing by the Licensing Officer.

H. Rodent and Pest Control. The Licensee shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin.

I. Licensee Performed Repairs. The Licensor will perform the preventive maintenance and repair of the equipment listed in Exhibit B. The Licensee shall submit a work order to the Licensing Officer on the Embassy's standard form for all repair requests.

J. Cleaning and Janitorial Services.

(1) The Licensor shall provide all cleaning supplies and equipment. Supplies are requested through the Licensing Officer on the Embassy's expendable property request form.

(2) The Licensee shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times. Before beginning work the Licensee shall submit to the Facilities Maintenance Officer the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The Facilities Maintenance Manager may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

(3) The licensee shall perform cleaning and janitorial services on a regular schedule and shall meet the highest standards of sanitation common to the food service industry.

(a) Food and Service Facilities and Dining Halls

(1) Daily and After Each Meal

Furniture: Clean and sanitize after each meal.

Floors: Clean and sanitize after each meal.

Toilets: Clean and sanitize after each meal

Wash basins: clean and sanitize after each meal,  
and change hand towels after each meal.

Cold drink dispensers and ice cream machines:  
clean and sanitize daily.

Garbage: Remove after each meal.

Food Serving area: clean and sanitize after each meal.

Table cloths: replace after each meal.

(b) Kitchens

(1) Daily and After each Meal:

Food service preparation area: clean and sanitize  
after every meal.

Cookers: Clean after each meal.

Small appliances: clean and sanitize after each use.

Pots and Pans: clean and sanitize after each use.  
Utensils: Clean and sanitize after each use.  
Crockery: Clean and sanitize after each use.

(2) Daily Basis:

Walls: Clean every second day.  
Refrigerator: Clean floors and shelves daily.  
Chillers: Clean and sanitize, floors daily.  
Freezers: Clean and sanitize floors daily.

(3) Weekly:

Windows: Clean weekly.  
Refrigerator sanitize weekly.  
Clean hoods and filters in kitchen.  
Freezers: Clean and sanitize shelves weekly.

(4) Monthly:

Exhaust system for cooker: check and clean at a minimum once each month.  
Freezers: Clean and sanitize walls once each month.  
Chillers: Clean and sanitize walls once each month.

(5) Quarterly. Strip and wax all resilient tiles.

(6) Semi-annually.

Perform cleaning of exhaust pipes.  
Clean the tile walls in kitchen and dining areas.  
Clean all fans and ventilators.

(4). Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the Licensing Officer may have the facility cleaned by other means and charge the cost of such work to the Licensee.

K. Security areas. The Licensee shall be responsible for the security of all areas under the jurisdiction of the Licensee. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans turned off, and doors locked when the cafeteria is closed. The Licensee shall make a matter of a daily report to the Guard office upon leaving the building. A key shall be available for emergency use only in the building security office.

L. Hazardous conditions. The Licensee shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee, agent or representative to the Licensee, Embassy employee or other patrons of

the food service facility for any portion of the facility that is under the jurisdiction of the Licensee.

M. Liability. The Licensor will not be responsible in any way for damage or loss/occasioned by fire, theft, accident, or otherwise to the Licensee's stored supplies, materials or equipment, or the employees' personal belongings. The Licensee shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the Facilities Manager immediately.

N. Fire and civil defense drills. The Licensee shall notify the fire department in the event of fire. All of the employees of the Licensee shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the Facilities Maintenance Officer and the Regional Security Officer.

O. Billing Procedures: Patrons will pay in FCFA. The Embassy will make no payments to the Licensee.

P. Inventories:

(1) The Licensee will be asked to sign for the inventory of the Licensor- provided equipment and supplies located behind the counter in the kitchen, as listed in Exhibit B, of this Agreement. The Licensee shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends. The Licensee shall not be liable for normal wear and tear or damage beyond its control. Should the Licensee wish to install or use locked facilities it must obtain GSO approval and leave keys with the Marine Post.

(2) Flatware, China and Glassware Inventories: Once a month on the first Saturday of the month, the Licensee shall provide an inventory of all Flatware , China and Glassware in the Cafeteria. Included in this inventory will be a listing of the Employees who took any of these items out of the Cafeteria.

## **V.. RESPONSIBILITIES OF THE LICENSOR.**

A. Agreement to Operate the Facility. The Licensor agrees to grant to the Licensee for one year the right to establish, manage, and operate a cafeteria in the American Embassy to prepare and sell food, nonalcoholic beverages and such other products as the Licensor may authorize.

B. The Licensor will provide space for operations under the Agreement, as indicated. It will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Licensor will provide space heating, space lighting, ventilation, and the utilities. In addition, the licensor will:

(1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.

(2) Maintain and repair building structure in areas assigned for the Licensee's use, including:

- painting and redecoration;
- maintenance of gas, water, steam, sewer, and electrical lines;
- ventilation, electrical lighting fixtures (including relamping);
- floors and floor coverings; and
- walls and ceilings.

The Licensee shall bear the expenses of repairs necessary because of negligence on the part of the Licensee or its employees.

(3) At its own expense, provide, install, and permit the Licensee to use the equipment listed, and additional equipment of a similar type when required for any expansion approved by the Licensing Officer. The Licensor will replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Licensee, the Licensor will replace component parts of, and make repairs to such equipment.

C. Licensor-owned Equipment. Licensor-furnished equipment is listed in Exhibit B. The Licensor will provide all major equipment items, flatware, china and glassware, along with all consumable cleaning supplies.

## **VI. RIGHTS AND AUTHORITY OF THE LICENSOR**

A. Oversight. The Board of the AAA shall oversee the quality of the services provided by the Licensee and the reasonableness of the prices charged. The Licensor may advise the Licensee from time to time of any source of dissatisfaction and request correction.

## **VII. RESTRICTIONS**

A. Equipment. Unless otherwise permitted by the Board of the AAA, the Licensee shall not install equipment other than that specified in this Agreement or remove any Licensor-owned equipment from the premises.

B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of Embassy employees. The Licensor may regulate patronage from other sources.

C. Federal Holidays. No work shall be performed on Embassy holidays. Exhibit C provides a listing of scheduled American Embassy holidays & Local Holidays.

D. Facilities. The physical facilities within the Embassy shall not be used in connection with operations not included in the Agreement. The Licensee may, however, utilize centralized storage sources located elsewhere and bring goods to the Embassy daily.

**VIII. DEFINITIONS** The following definitions pertain to this Agreement.

A. American Association of Abidjan is interchangeable with “Licensor”.

B. Licensee: “Licensee” means the individual or company that has entered into an Agreement with the Embassy. “Offer” means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.

C. RSO: Regional Security Office of the AMERICAN Embassy.

D. GSO: General Services Office of the AMERICAN Embassy.

E. RMO: Regional Medical Officer.



## **EXHIBIT B**

### **LICENSOR-FURNISHED EQUIPMENT/MATERIALS**

TBD

## Exhibit C

### **HOLIDAYS SCHEDULE**

#### Holidays

The Cafeteria will be closed on the following official holidays observed by the American Mission, Each year the Licensor will provide similar listing of holidays.

<u>Date</u>	<u>Day</u>	<u>AMERICAN. Holiday</u>	<u>Local Holiday</u>
September 01	Monday	Labor Day	
October 04	Saturday		Tabaski (TBD)
October 13	Monday	Columbus Day	
November 11	Tuesday	Veterans Day	
November 27	Thursday	Thanksgiving Day	
December 25	Thursday	Christmas	